



STANDARD TERMS AND CONDITIONS

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1. DEFINITIONS - As used in this Purchase Order, these terms shall be defined as follows: (a) 'Order' and 'PO' mean collectively the provisions contained in the body of this Purchase Order, these Terms and Conditions, and all documents and papers referenced or described thereon or attached thereto; (b) 'Buyer' means **Advanced C4 Solutions, Inc.**, a Florida corporation having an office at **4017 W. Dr. Martin Luther King, Jr. Blvd., Tampa, FL 33614**; (c) 'Seller' means the addressee of this Order, as indicated on the cover page of this Purchase Order; (d) 'Supplies' means the material, articles, services or other items ordered by this Order.

2. GENERAL REQUIREMENTS - Seller shall provide all labor, materials, services and equipment and perform all work necessary to furnish the supplies specified in this Order. Prices stated in this Order include all applicable Federal, State, County and other taxes and any sales, use or excise taxes.

3. ORDER OF PRECEDENCE - Acceptance of this Order is expressly limited to the terms hereof. This Order constitutes the entire contract, and no changes are binding on Buyer unless they are agreed upon in writing and signed by an authorized representative of the Buyer. Except as otherwise expressly provided, any inconsistency will be resolved in the following descending order of precedence: (1) special provisions of this Order, (2) the body of the Order, and (3) these Terms and Conditions.

4. APPLICABLE LAW - Seller agrees to comply with all applicable Federal, State and local laws, rules and regulations. This Order shall be governed by the Laws of the State of Florida.

5. CHANGES - Buyer may change this Order in writing at any time without prior notice. If any such change causes an increase or decrease in cost or time required for performance of the work, the price and/or delivery schedule shall be equitably adjusted and the PO so modified in writing. Seller shall submit any claim for adjustment to Buyer in writing within 15 days from the date of Seller's receipt of the change order. Failure of the parties to agree to an adjustment shall be considered a dispute subject to the "Disputes" clause below. Pending resolution of such dispute, Seller shall proceed with the work as changed.

6. DELAYS AND LABOR DISPUTES - Seller shall deliver the supplies covered by this Order no later than the date specified in the Order as 'Required By' date. Unless otherwise expressly provided, the required date is to be construed as date of arrival at Buyer's premises as indicated in the 'Ship To' address shown on the face of this Order. Without waiver of Buyer's rights, Seller shall notify Buyer promptly of any cause, including labor disputes, delaying or threatening to delay performance.

7. WORK ON BUYER'S PREMISES - If this PO requires Seller to perform work on Buyer's or Buyer's customer's premises, Seller shall take all necessary precautions as Buyer may prescribe to prevent the occurrence of any damage to persons or property during the progress of such work. Seller shall indemnify Buyer against all liability, damage or loss resulting in any way from any act or omission on the part of Seller, its agents, employees, or subcontractors.

8. TERMINATION FOR CONVENIENCE - Buyer reserves the right to terminate this Order, or any part hereof, for Buyer's convenience upon 30 days written notice to Seller. Should Buyer exercise this right, Seller will immediately stop work. An equitable adjustment will be mutually agreed upon between Seller and Buyer to compensate Seller for work performed up to the date of termination. The total of all payments under the Order shall in no event exceed the price stated. Seller will take reasonable steps to mitigate damages and to avoid costs. In no event will Seller be paid anticipatory profits. To facilitate the determination of the appropriate compensation, Seller agrees to provide such supporting cost data as requested by Buyer. Any disputes relating to this clause will be decided according to the "Disputes" clause of these terms and conditions.

9. TERMINATION FOR DEFAULT -

A. Buyer may by written notice of default to the Seller terminate the whole or any part of this Order in any of the following circumstances:

1. If Seller fails to make delivery of the required supplies or services within the time specified herein.

2. If Seller fails to perform any of the other provisions of the Order, or so fails to make progress as to endanger performance of the Order in accordance with its terms.

3. If Seller does not cure such failure within a period of 15 days (or such longer period as the Buyer may authorize in writing) after receipt of notice from Buyer specifying such failure.

B. Seller shall be liable for default unless non-performance is caused by an occurrence beyond the reasonable control of Seller and without its fault or negligence, such as Acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers.

Seller shall notify Buyer's Signatory to the PO in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Buyer's Signatory to the PO of the cessation of such occurrence. In any such event beyond Seller's control, Buyer reserves the right to terminate this PO for convenience of the Buyer after a period of 30 days of non-performance.

C. In the event of a termination for default, Buyer shall not be liable to Seller for any supplies or services not delivered or accepted, and Seller shall be liable to Buyer for any and all rights and remedies provided by law.

10. DISPUTES - Any controversy or claim arising between the parties out of or in connection with the provisions of this PO shall be resolved by amicable discussions between appropriate persons of the respective companies who are a party to the PO. If such discussions do not result in a resolution of the controversy or claim, either party may file suit in any court of competent jurisdiction. Pending final resolution, Seller shall proceed with performance of this order in accordance with Buyer's instructions.

11. ASSIGNMENT/SUBCONTRACTING - Seller shall not assign its performance, delegate any obligations, or issue any subcontracts under this PO without the prior written consent of Buyer. Any such attempted assignment, delegation, or subcontract without Buyer's prior written consent shall be void and of no force or effect, or at Buyer's option shall be cause for Buyer's termination of this Purchase Order.

12. INSPECTION -

A. Seller shall inspect all supplies prior to shipment to Buyer. Supplies which fail to pass Buyer's incoming test or inspection may be rejected by Buyer and returned to Seller at Seller's expense for credit, rebate of paid purchase price or replacement at Buyer's option. No inspection, test, or acceptance shall relieve Seller from responsibility for defects or other failures to meet this PO's requirements. Payment before inspection shall not be deemed acceptance of nonconforming supplies.

B. If this PO is for services, it is expected that Seller shall tender only those services for acceptance that conform to this PO's requirements. If Buyer determines that services are non-conforming to this PO's requirements within one year from the date of acceptance by Buyer, Buyer may, at its option, either require correction or re-performance of services at no additional charge to Buyer, or Buyer may correct or re-perform said services and charge Seller for any cost to Buyer.

13. WARRANTIES -

A. In addition to and without prejudice to all other warranties, both express and implied, and for a period of one year after acceptance by Buyer, Seller warrants that the supplies furnished hereunder will be (a) free from defects in workmanship and material, (b) free from defects in design except to the extent such supplies comply with detailed designs provided by Buyer, (c) suitable for the purposes intended, (d) in compliance with all requirements of this order and all applicable drawings, specifications, samples, representations, (e) delivered free of the rightful claim of any third person by way of infringement or the like, and (f) delivered free from any security interest or other lien or encumbrance. Warranty is furnished to Buyer and is fully transferable to Buyer's customer as appropriate.

B. If this PO is for services, Seller warrants that services will be provided by persons who are experienced and skilled in their professions, in accordance with industry standards, and in accordance with the requirements of this PO.

14. FEDERAL ACQUISITION REGULATION (FAR) AND FAR SUPPLEMENT REQUIREMENTS -

If a Federal Government Prime Contract number is included on the first page of this PO, the applicable provisions of that Prime Contract are incorporated herein by reference effective on the Prime Contract's date. These Prime Contract provisions shall also be applied to Seller's subcontractors as appropriate. Where necessary to make the context of these clauses applicable to this PO, in such clauses the term "Contractor" shall mean "Seller"; "Contract" shall mean "this Purchase Order"; and "Government Contracting Officer" and similar terms shall mean "Buyer" in addition to or in lieu of "Government Contracting Officer". Even if not included in the Prime Contract, the following additional provisions are hereby incorporated into this Purchase Order by reference:

- A. 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- B. 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).



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- C. 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212(a)).
- D. 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- E. 52.244-6 Subcontracts for Commercial Items (Dec 2008)

15. SELLER'S REPRESENTATIONS AND CERTIFICATIONS – If representations and certifications are provided by Seller, they are incorporated into this PO by reference.

16. STOP-WORK ORDER - Buyer may at any time by written notice to Seller stop all or any part of the work hereunder for up to ninety (90) days. Upon receiving a Stop Work Order, Seller shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to such work. Upon expiration of the Stop Work Order, Buyer shall either cancel the Stop Work Order or terminate the PO for default or convenience as appropriate. If the Stop Work Order is canceled, Seller shall resume work. An equitable adjustment shall be negotiated between Buyer and Seller to the delivery schedule, price, or combination thereof if Seller submits a claim for equitable adjustment within thirty (30) days after the resumption of work.

17. INSURANCE REQUIREMENTS –

A. Seller shall at its own expense provide and maintain at least the following kinds and minimum amounts of insurance during the term of this purchase order:

- Comprehensive General Liability: \$1,000,000 minimum per occurrence for bodily liability insurance coverage and \$500,000 property damage written on a comprehensive policy form.
- Standard Workers' Compensation and Employer's Liability Insurance in the minimum amount of \$100,000, or such greater amount as may be proper under applicable State or Federal statutes.

B. If Buyer so requests, insurance certificates evidencing the required insurance coverage shall be delivered to Buyer prior to commencing work. Seller shall provide a minimum of ten (10) days notice prior to any change or cancellation of the policies.

18. PAYMENT/INVOICES -

A. Invoices shall be submitted no more frequently than once per month. Invoices shall be due and payable net forty-five (45) days after receipt of an acceptable invoice, or as stated in the body of the PO. Any discounts allowed are contingent upon payment within the allowable discount period. Invoice acceptability will be determined by Buyer's technical and procurement representatives.

B. Invoices shall contain at least the following information:

- Seller's name and business address.
- Invoice number.
- Date of invoice.
- Period covered by invoice.
- This purchase order number.
- Description, unit price, and total cost of supplies or materials being invoiced which are referenced to this PO's specific line item numbers.
- If this PO is for services, total number of hours worked by labor classification or person, rates per hour, and total labor charges being invoiced.
- Charges for authorized travel must be separately described for each trip taken and must be in accordance with the Federal Joint Travel Regulations.
- Name and telephone number of Seller's contact person for invoice questions.
- Seller's signature and date with this statement: "By my signature, I certify that documentation on file with (Seller's company name) supports the charges included in this invoice and that to the best of my knowledge, all charges are accurate, allowable and allocable to this Purchase Order."
- Invoices are to be mailed to the address shown on the face of the PO.

Invoices not containing the information specified above will be returned to Seller for correction prior to processing for payment.

19. ALLOWABLE CHARGES - Payment to Seller shall be as follows:

- A. If authorized by this PO, Buyer shall compensate Seller for the actual cost of materials plus the applicable G&A or material handling charge.
- B. Buyer shall not be liable to compensate Seller (or Seller's personnel) for the following:
 - 1. Daily commuting expenses to and from the place of performance specified in this PO unless authorized in this PO.

- 2. Travel expenses not authorized by this PO.
- 3. Travel expenses in excess of the Federal Joint Travel Regulations.
- 4. Incidental expenses not authorized by this PO.
- 5. Charges incurred prior to or after this PO's period of performance.
- 6. If this PO is for services, labor hours billed in excess of the hourly labor rates specified in the PO, hours spent for time in travel unless authorized in this PO, overtime hours unless authorized by this PO and approved by Buyer in advance, or sick, holiday, or vacation hours.
- 7. Charges in excess of the total PO amount.

20. INSOLVENCY – Buyer may cancel this PO by written notice upon Buyer's or Seller's voluntary or involuntary filing of a petition under the bankruptcy laws of the United States, the execution of an assignment for the benefit of creditors, a calling of a meeting of creditors, an appointment of dissolution or liquidation agent or committee, or an application for the appointment of a receiver.

21. INDEMNIFICATION –

A. Seller shall indemnify and hold harmless Buyer against any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work under the terms of this PO, resulting in whole or in part from Seller's negligent acts or omissions or those of any of Seller's employees, agents, or representatives.

B. Nothing in the above paragraph shall preclude Buyer from receiving the benefits of any indemnification insurance Seller may carry. Seller shall do nothing to prejudice Buyer's right to recover against third parties for any losses hereunder. Seller shall furnish to Buyer all reasonable assistance and cooperation (including assistance in the prosecution of suit and execution of instruments or assignments in favor of Buyer) in obtaining recovery.

C. Neither party shall be liable for loss of profits or indirect, special, incidental, consequential, or exemplary damages, even if such party has been advised of the possibility of such damages.

22. LIMITATION OF ACTIONS - No action arising out of transactions related to this agreement or the services performed or to be performed may be brought by either party to this PO more than two (2) years after the cause of action has occurred with the following exceptions:

- A. An action for non-payment may be brought within two (2) years after the date of last payment.
- B. Amounts due from Seller as a result of Buyer's audit of this PO may be pursued within two (2) years after the date of audit completion.

23. RELATIONSHIP OF THE PARTIES - Seller acts as an independent contractor and not as Buyer's agent or employee in carrying out requirements of this PO.

24. RECORDKEEPING - Seller will maintain records pertaining to this PO in accordance with generally accepted accounting principles and will retain such records for three years following completion or termination of this PO.

25. ENTIRE UNDERSTANDING - This PO constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, and understandings regardless of whether those previous negotiations, commitments, and understandings were oral or written.

26. REMEDIES AND NON-WAIVER - Buyer's failure to insist upon strict conformance of the provisions of this PO shall not constitute a waiver of any of the provisions hereof. Except as may be otherwise expressly stated, the remedies provided herein shall be non-exclusive and in addition to any other remedies in law or equity. A waiver of a breach of any provision of this PO shall not constitute a waiver of any subsequent breach of such provision.

27. EFFECT OF ANY INVALIDITY OF ANY PROVISION - The invalidity in whole or in part of any provision of this PO shall not affect the validity of any other of its provisions.

28. LITIGATION AND CLAIMS - Seller shall immediately notify Buyer furnishing copies of all pertinent papers and documents Seller has received regarding any action, including any proceeding before a Federal, state or local governmental or civilian agency, filed against Seller arising out of Seller's performance hereunder, or any claims against Seller by a third party relating to Seller's performance of this PO.

29. PACKAGING AND SHIPPING – All supplies are to be packaged in accordance with sound commercial practices. A complete packing list shall be enclosed with all shipments. Unless otherwise specified in this PO, the price includes shipping charges for materials sold F.O.B. destination. Shipping containers shall be marked with necessary shipping and delivery information including this PO number and name and address of recipient as specified on the



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cover page of this PO.

30. PATENT PROTECTION – Except to the extent required supplies are provided pursuant to a design furnished by Buyer, Seller agrees it will hold Buyer harmless from any liability, loss, damage, cost or expense which may be incurred due to infringement of patent rights, copyrights, or other proprietary rights and will at its own expense defend any action, suit or claim in which such infringement is alleged. Buyer shall notify Seller of any such suits against Buyer.

31. NOTICES - All written notices must be delivered in person or by means evidenced by a delivery receipt to the Buyer's and Seller's authorized representatives and will be effective upon receipt.



ADVANCED C4 SOLUTIONS, INC.

GENERAL PROVISIONS

The following Federal Acquisition Regulations (FAR) and Federal Acquisition Regulation Supplement clauses, as in effect on the date of the Prime Contract are incorporated herein by reference. In such clauses, unless otherwise specifically stated, the term “Contractor” means Seller except in the term “prime contractor”, “subcontractor” means Seller’s subcontractor, “Contract” means this order, except in the term “prime contract” and both “Contracting Officer” and “Government mean Buyer except in the terms “Government Property”, “Government-owned Property”, and “Former Government Surplus Property”, or as otherwise indicated. However, the parties agree that this construction shall not be used to provide to AC4S access to the subcontractor's proprietary financial books and records. In such cases, the above terms shall retain their original meaning. The parties further agree that this construction shall not be used whenever its use would frustrate or contradict the above-stated intent of the parties.

FEDERAL ACQUISITION REGULATIONS (48 CFR Chapter 1) Clauses Incorporated by Reference

a. APPLICABLE TO ALL SUBCONTRACTS

| | |
|-----------|--|
| 52.203-2 | Certificate of Independent Price Determination |
| 52.203-3 | Gratuities |
| 52.203-5 | Covenant against Contingent Fees |
| 52.203-7 | Anti-Kickback Procedure |
| 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activities |
| 52.204-2 | Security Requirements |
| 52.211-5 | Material Requirements |
| 52.211-15 | Defense Priority and Allocation Requirements |
| 52-215-20 | Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data |
| 52-215-21 | Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data---Modifications |
| 52.219-1 | Small Business Program Representation |
| 52-219-8 | Utilization of Small Business Concerns |
| 52.222-1 | Notice to the Government of Labor Disputes |
| 52.223-6 | Drug Free Workplace |
| 52.224-2 | Privacy Act |
| 52.225-13 | Restrictions on Certain Foreign Purchases |
| 52.227-3 | Patent Indemnity |
| 52.227-6 | Royalty Information |
| 52.227-14 | Rights in Data - General |
| 52.228-7 | Insurance--Liability to Third Persons |
| 52.229-3 | Federal, State, and Local Taxes |
| 52.229-10 | State of New Mexico Gross Receipts and Compensating Tax |
| 52.233-1 | Disputes |
| 52.233-3 | Protest After Award |
| 52.234-1 | Industrial Resources Developed under Defense Production Act, Title III |
| 52.242-13 | Bankruptcy |
| 52.242-15 | Stop-Work Order |
| 52.243-1 | Changes--Fixed Price |
| 52.243-7 | Notification of Changes |
| 52.244-6 | Subcontracts for Commercial Items |
| 52.245-2 | Government Property |
| 52.245-17 | Special Tooling |
| 52.245-18 | Special Test Equipment |
| 52.246-1 | Contractor Inspection Requirements* |
| 52-246-2 | Inspection of Supplies – Fixed Price |
| 52.246-4 | Inspection of Services – Fixed Price |
| 52-247-64 | Preference for Privately owned U.S. Flag – Commercial Vessels |

FEDERAL ACQUISITION REGULATIONS (48 CFR Chapter 1) Clauses Incorporated by Reference

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| 52.249-2 | Termination for Convenience of the Government (Fixed Price) |
| 52.249-6 | Termination (Cost-Reimbursement), including ALT IV (for T&M and Labor-Hour) |
| 52.249-8 | Default |
| 52.249-14 | Excusable Delays |

* Applicable to procurements not exceeding \$100,000

b. APPLICABLE TO ALL SUBCONTRACTS OVER \$10,000

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| 52.215-2 | Audit and Records--Negotiation |
| 52.222-21 | Prohibition of Segregated Facilities |
| 52.222-26 | Equal Opportunity [Only paragraphs (b)(1)-(11) applies] * |
| 52.222-36 | Affirmative Action for Workers with Disabilities |

* Applicable if the aggregate value of buyer awards is in excess of \$10,000 during any 12-month period

c. APPLICABLE TO ALL SUBCONTRACTS OVER \$25,000

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| 52.222-35 | Equal Opportunity for Special Disabled, Veterans of the Vietnam Era and other Eligible Veterans |
| 52.222-37 | Employment Reports on Special Disabled Veterans...etc. |

d. APPLICABLE TO ALL SUBCONTRACTS OVER \$100,000

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| 52.203-6 | Restriction on Subcontractor Sales to the Government |
| 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity |
| 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions |
| 52.215-2 | Audit and Records—Negotiation |
| 52-215-14 | Integrity of Unit Prices |
| 52.223-14 | Toxic Chemical Release Reporting |
| 52.227-1 | Authorization and Consent (applicable if prime contract contains clause) |
| 52.227-2 | Notice and Assistance Regarding Patent and Copyright Infringement |
| 52.243-6 | Change Order Accounting |
| 52.248-1 | Value Engineering |

* Applicable if the procurement is \$100,000 or more or is expected to exceed \$100,000 in the following 12-month period.

e. APPLICABLE TO ALL SUBCONTRACTS OVER \$550,000

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| 52.219-9 | Small Business Subcontracting Plan (Applicable if the subcontractor is not a small business) |
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f. APPLICABLE TO ALL SUBCONTRACTS OVER \$650,000

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| 52.215-24 | Subcontractor Cost or Pricing Data |
| 52.215-25 | Subcontractor Cost or Pricing Data—Modifications |

g. APPLICABLE TO ALL SUBCONTRACTS OVER \$10,000,000

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| 52.222-28 | Equal Opportunity Preaward Clearance of Subcontracts |
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h. UNLESS OTHERWISE EXEMPT ALSO INCLUDE THE FOLLOWING

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| 52.215-10 | Price Reduction for Defective Cost or Pricing Data |
| 52.215-11 | Price Reduction for Defective Cost or Pricing - Modifications |
| 52.215-15 | Pension Adjustment and Asset Reversions |
| 52.215-16 | Facilities Capital Cost of Money |
| 52.215-17 | Waiver of Facilities Capital Cost of Money |
| 52.215-18 | Reversion or Adjustment of Plans for Post-retirement Benefits (PRB) other than Pensions |
| 52.215-19 | Notification of Ownership Changes |
| 52-222-41 | Service Contract Act of 1965 |
| 52.223-3 | Hazardous Material Identification and Material Safety Data |
| 52.223-7 | Notice of Radioactive Materials |
| 52-223-11 | Ozone-Depleting Substances |

FEDERAL ACQUISITION REGULATIONS (48 CFR Chapter 1) Clauses Incorporated by Reference

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| 52-225-1 | Buy American Act – Supplies |
| 52-225-5 | Trade Agreements |
| 52.227-9 | Refund of Royalties |
| 52.227-10 | Filing of Patent Application--Classified Subject Matter |
| 52.227-11 | Patent Rights--Retention by the Contractor (Short Form) |
| 52.227-12 | Patent Rights--Retention by the Contractor (Long Form) |
| 52.228-5 | Insurance – Work on a Government Installation |
| 52.230-2 | Cost Accounting Standards |
| 52.230-3 | Disclosure and Consistency of Cost Accounting Standards |
| 52.230-6 | Administration of Cost Accounting Standards |
| 52.233-3 | Protest After Award |
| 52.237-2 | Protection of Government Buildings, Equipment and Vegetation |

i. APPLICABLE TO COST REMINBURSEMENT, TIME & MATERIAL OR LABOR HOUR ORDERS:

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| 52.216-7 | Allowable Cost and Payment (cost reimbursement) – Subcontractor agrees to execute assignment documents in order to meet subsection (h) |
| 52.216-8 | Fixed Fee – applicable if this is a cost plus fixed fee order |
| 52.216-10 | Incentive Fee – applicable if this is a cost plus incentive fee order |
| 52.216-11 | Cost Contract – No Fee – applicable if this is a cost no fee order |
| 52.216-12 | Cost Sharing Contract – No Fee – applicable if this is a cost sharing, no fee order |
| 52.222-2 | Payment for Overtime Premiums – insert “0%” in paragraph (a) unless indicated otherwise on the face of this order |
| 52.232-20 | Limitation of Cost (if fully funded) |
| 52.232-22 | Limitation of Funds (if incrementally funded) |
| 52.243-2 | Changes – Cost-Reimbursement – applicable if this is a cost-reimbursement order |
| 52.243-3 | Changes – Time and Material or Labor-Hours – applicable if this is a time and material or labor hour order |
| 52.245-5 | Government Property (Cost-Reimbursement, Time and Material or Labor Hour Contracts) |
| 52.246-3 | Inspection of Supplies (Cost-Reimbursement) |
| 52.246-5 | Inspection of Services (Cost-Reimbursement) |
| 52.246-6 | Inspection – Time and Material and Labor Hour |
| 52.249-6 | Termination (Cost-Reimbursement), including ALT IV (for T&M and Labor-Hour) |

CERTIFICATIONS

The offeror, by signing its offer, hereby certifies compliance with the following clauses and is, therefore eligible for award.

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| A. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (over \$100,000) | 52.203-11 |
| B. Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters (all) | 52.209-5 |
| C. Previous Contracts and Compliance Reports (over \$10,000) | 52.222-22 |
| D. Affirmative Action Compliance – Statement of Affirmative Action | 52.222-25 |
| E. Clean Air and Water Certification (over \$100,000) | 52.223-1 |
| F. Certification of Toxic Chemical Release Reporting | 52.223-13 |
| G. Cost Accounting Standards Notices and Certifications | 52.230-1 |

APPLICABLE ONLY TO DOD-RELATED SUBCONTRACTS AT THE THRESHOLDS SPECIFIED IN THE DFARS CLAUSES

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| 252.203-7001 | Prohibition on Persons Convicted of Fraud or Other...Felonies |
| 252.225-7001 | Buy American Act and Balance of Payments Program |
| 252.225-7007 | Trade Agreements Act |
| 252.225-7012 | Preference for Certain Domestic Commodities |
| 252.225-7013 | Duty-Free Entry |
| 252.225-7015 | Preference for Domestic Hand or Measuring Tools |
| 252.227-7013 | Rights in Technical Data |
| 252.227-7014 | Rights in Non-commercial Computer Software and Documentation |
| 252.227-7015 | Technical Data - Commercial Items |
| 252.227-7016 | Rights in Bid or Proposal Information |
| 252.227-7017 | Identification and Assertion of Use, Release, or Disclosure Restrictions |
| 252.227-7019 | Validation of Asserted Restrictions - Computer Software |
| 252.227-7025 | Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends |
| 252.227-7026 | Deferred Delivery of Technical Data or Computer Software |
| 252.227-7030 | Technical Data--Withholding of Payment |
| 252.227-7034 | Patents - Subcontracts |
| 252.227-7036 | Declaration of Technical Data Conformity |
| 252.227-7037 | Validation of Restrictive Markings on Technical Data |
| 252.227-7039 | Patents – Reporting of Subject Inventions |
| 252.231-7000 | Supplemental Cost Principles (first tier subcontractors only) |
| 252.234-7001 | Earned Value Management System |
| 252.235-7003 | Frequency Authorization |
| 252.239-7016 | Telecommunications Security Equipment, Devices, Techniques, and Services |
| 252.242-7005 | Cost/Schedule Status Report |
| 252.243-7001 | Pricing of Contract Modifications |
| 252.244-7000 | Subcontracts for Commercial Items and Commercial Components (DoD contracts) |
| 252.245-7001 | Reports on Government Property |
| 252.247-7024 | Notification of Transportation of Supplies by Sea |

ORDERS OVER \$100,000 ALSO INCLUDE THE FOLLOWING:

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| 252.209-7000 | Acquisitions from Subcontractors Subject to On-Site Inspection Under the Intermediate Range Nuclear Forces (INF) Treaty |
| 252.247-7023 | Transportation of Supplies by Sea |

ORDERS OVER \$ 550,000 ALSO INCLUDE THE FOLLOWING:

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| 252.219-7003 | Small, Small Disadvantaged, and Women-owned Small Business Subcontracting Plan |
| 252.225-7003 | Report of Intended Performance Outside the United States |
| 252.225-7004 | Reporting of Contract Performance Outside the United States |
| 252.249-7002 | Notification of Anticipated Contract Termination or Reduction |

ORDERS OVER \$1,000,000 ALSO INCLUDE THE FOLLOWING:

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|--------------|---------------------------------|
| 252.211-7000 | Acquisition Streamlining |
| 252.225-7032 | Waiver of United Kingdom Levies |

ORDERS FOR COMMERCIAL ITEMS

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| 52.212-4 | Contract Terms and Conditions – Commercial Items |
| 52.215-5 | Contract Terms and Conditions Required to Implement Statutes or Executive Orders |